REMARKS

Applicant hereby submits a Supplemental Information Disclosure Statement for consideration by the Examiner.

Claims 1-3 and 5-9 have been amended. Claim 4 has been canceled. Claims 10-21 are new. Support for the amendments and new claims can be found throughout the specification. No new matter has been added hereby.

Claim Objections

Claim 4 is objected as being of improper dependent form. Claim 4 has been canceled, so this claim objection is now moot.

Claim Rejections

35 U.S.C. § 112, ¶ 2

Claim 4 is rejected under 35 U.S.C. § 112, ¶ 2 as being indefinite. Claim 4 has been canceled, so this claim rejection is now moot.

35 U.S.C. § 103

Claims 1, 3, 4, 7, and 8 are rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Publication No. 2002/0116228 ("Bauer et al.") in view of Insurance for Electronic Data Risks: An Idea Whose Time Has Come?, Mealey's Technology Litigation and Insurance, vol. 1, no. 1, pp. 1-4, March 1999 ("Siderius").

Claims 2, 5, 6, and 9 are rejected under 35 U.S.C. § 103(a) as being unpatentable over the combination of Bauer et al. and Siderius, further in view of U.S. Patent No. 4,831,526 ("Luchs et al.").

Claim 4 has been canceled, so the rejection with respect to this claim is now moot. With respect to claims 1-3 and 5-9, Applicant respectfully traverses. Neither Bauer et al. nor Siderius taken as a whole, either alone or in combination, teach or suggest every element of Applicant's invention, as arranged in Applicant's claims. For

example, neither Bauer et al. nor Siderius teach or suggest at least the following aspects

recited in Applicant's claims:

> a menu of available internet insurance coverages including insurance coverage to cover potential liabilities associated with advertising or marketing business conducted on the internet, professional services rendered via the internet, third party liability for business conducted on the internet, or any combination of these coverages...

As best understood, the system of Bauer et al. relates to on-line provision of

automobile insurance, for example, of the type offered by Progressive Casualty Insurance

Company. See ¶ [0094]. The system of Bauer et al. appears to be directed to a system

whereby purchasers of automobile insurance who had previously purchased an insurance

policy from Progressive are able to make changes, either real or hypothetical, to the

insurance policy. Bauer et al. in no way teaches or suggests providing insurance for

activities conducted on the internet.

Siderius, taken as a whole, does not cure the defects of Bauer et al. As best

understood, Siderius is a case study by an attorney discussing a particular insurance

product that was created to insure a data storage provider against liabilities arising from

damage or loss to electronic data. In particular, Siderius discusses CIGNA's Protected

System Insurance product and various policy terms contained in the product. See ¶¶ 6-

15.

Siderius nowhere teaches or suggests selling an internet insurance product online,

whether as a new policy or as an addition to a preexisting policy. Moreover, Siderius

does not teach or suggest a menu of insurance products directed to reducing liabilities

associated with conducting business on the internet.

Similarly, Luchs et al., taken as a whole, does not cure the defects of Bauer et al. nor Siderius either alone or in combination. Luchs does not describe or suggest the online sale of an internet insurance product nor a menu of insurance products for reducing potential liabilities associated with conducting business on the internet. As best understood, Luchs et al. relates to a computerized system for processing insurance applications and issuing insurance premium quotations.

Moreover, the system of Luchs et al. appears to be directed to computerized processing of insurance policy by a representative of the insurance company (e.g., a processing clerk, an underwriter, or an insurance agent). See col. 7, lines 7-28. In the system of Luchs et al., a user does not purchase the insurance product but instead acts on behalf of the insurance company in interfacing with the system. The system of Luchs et al. is not directed to the sale of insurance products directly to the ultimate customer, nor does the system of Luchs et al. appear to be capable of selling insurance in such a manner. However, Applicant's claims recite a method for providing insurance coverage from a menu of insurance coverages directly to the user (e.g., the ultimate purchaser of the insurance coverage).

For at least these reasons, the system of Luchs et al. as a whole, neither alone nor taken in combination with Bauer et al. and/or Siderius, teach or suggest every element as arranged in Applicant's claims. Accordingly, it is respectfully submitted that claims 1-3 and 5-9 are allowable, and favorable consideration of the claims is respectfully requested.

New Claims

Claims 10-21 have been added to more particularly point out features of the Applicant's invention. Claims 10-14 depend from allowable claim 1, and therefore

should also be allowable. Claims 15 and 19 are independent claims and recite additional features of the Applicant's invention. Claims 16-18 depend from claim 15, and claims 20-21 depend from claim 19. It is respectfully submitted that claims 10-21 are also allowable for at least the reasons discussed above.

Claim 15 is directed to a method for offering an internet insurance product online to a user wherein the internet insurance product comprises a new policy to be sold to the user.

Claim 19 is directed to a method for offering an internet insurance product online to a user without requiring the user to provide authentication prior to receiving an online price quote.

None of Bauer et al., Siderius, or Luchs et al., taken as a whole, either alone or in any combination teach or suggest at least these features. Each of Bauer et al., Siderius, and Luchs et al. appear to be directed to systems in which the user has already purchased an insurance product or is required to somehow be recognized by a computerized system prior to receiving any information. Moreover, as discussed above, to the extent that any of Bauer et al., Siderius, or Luchs et al. provide for a new insurance policy, the insurance policy quote is not offered, nor is the insurance policy sold, online to the user.

As best understood, the system of Bauer et al. relates to on-line provision of automobile insurance, for example, of the type offered by Progressive Casualty Insurance Company. See ¶ [0094]. The system of Bauer et al. appears to be directed to a system whereby purchasers of automobile insurance who had previously purchased an insurance policy from Progressive are able to make changes, either real or hypothetical, to the insurance policy. As illustrated in FIG. 1, a user who is not "Already registered" (box

10), is requested to enter "Validating Information" including the user's "Policy #" (box

16). After the validation process is completed, the insurance provider "Progressive"

generates a unique password (PSC) (box 20) and sends the PSC to the user via U.S. mail

(box 24).

In order for the user to access any downstream functions of the system of Bauer et

al., for example, those depicted in FIGS. 2-5, the user is required to log in or otherwise be

authenticated:

> The process flow of FIG. 1 shows the customer *can only access the system with a personal security code ("PSC") key…If* the initial inquiry receives an answer that *the customer does not have a PSC, then the customer must add validating information* comprising the *customer's policy number,* the zip code, a driver's license number, a date of birth and an e-mail address 16.

See ¶ [0094] (emphasis added).

Thus, the system of Bauer et al. requires that the user already have purchased

insurance (e.g., for the user to have a policy number) and that the user be authenticated to

the system (e.g., via the PSC key).

By contrast, Applicant's system does not require that a user log-in or otherwise be

authenticated to receive an online quote for insurance. Moreover, according to

Applicant's claims, a user is purchasing a new insurance policy rather than updating a

preexisting insurance policy. Therefore, risk analysis is necessary to assess the risk

associated with selling insurance to the particular user (as opposed to changing or

updating an existing insurance policy). The system of Bauer appears to involve

providing a price change or price update to the insurance premium that differs from the

insurance premium for a preexisting coverage.

Yet another distinction of Applicant's claimed method is that the process of risk assessment is initiated and sometimes conducted completely online from the user's perspective. Notably, conducting the risk assessment involves determining whether to offer an insurance product to the user (e.g., a yes/no decision) rather than determining the price of the insurance premium for a preexisting insurance policy (e.g., a how-much decision).

Siderius, taken as a whole, does not cure the defects of Bauer et al. Siderius, as a case study of insurance for a particular company, namely a digital data storage company, nowhere teaches or suggests selling an internet insurance product online, whether as a new policy or as an addition to a preexisting policy. Siderius does not teach or suggest requiring the user purchasing the insurance product to provide authentication prior to receiving an online price quote.

Similarly, Luchs et al. fails to cure the defects of either Bauer et al. or Siderius. Like the system of Bauer et al., the system of Luchs et al. requires that a user interacting with the system provide authentication before using the system. For example:

> [A] user 'logs' on at an individual terminal by entering an assigned authorization password at a terminal which is read by the central processor to determine the level of access to which that particular user is entitled...Once the user has entered his access password and it has been verified by the system, he then chooses the type of transaction which he wishes to carry out.

Col. 6, lines 13-27.

Applicant respectfully submits that claims 15 and 19, and the pending claims dependent therefrom, are allowable for at least the reasons discussed above. If Applicant's new claims are rejected over any of Bauer et al., Siderius, or Luchs et al., alone or in any combination, the Examiner is respectfully requested to associate each
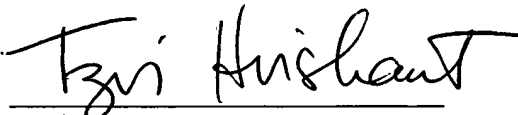
element in Applicant's claims with corresponding elements in of the particular reference

and quote verbatim the language regarded as suggesting Applicant's claim language.

CONCLUSION

In view of the foregoing remarks, and the inability of the prior art, alone or in combination, to anticipate, suggest or make obvious the subject matter as a whole of the invention disclosed and claimed in this application, all the pending claims are submitted to be in a condition for allowance, and a notice to that effect is earnestly solicited.

If there are any issues that remain, the undersigned requests that the Examiner contact him to discuss these issues so that Applicant may put the present application in condition for allowance.

Respectfully submitted,

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Tzvi Hirshaut
Reg. No. 38,732
PROSKAUER ROSE LLP
Attorney for Applicant
1585 Broadway
New York, NY 10036-8299
Telephone: (212) 969-3000